

**REQUEST FOR PROPOSAL**  
**RFP# 18-FAC03282018**  
**Janitorial Services – City of Maricopa**

**INTRODUCTION**

The City of Maricopa will accept competitive sealed proposals for the cleaning services for the City of Maricopa at the address or physical location until the date and time detailed below. Proposals shall be delivered to the location listed below and shall be in the actual possession of the City on or prior to the exact date and time indicated below. Late proposals will not be considered. **Proposals shall be submitted in a sealed package with “RFP – #18FAC03282018, Janitorial Services - City Wide” and the Offeror’s name and address clearly indicated on the front of the package.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to read carefully the **entire** Request for Proposal.

Pre-proposal Meeting & Site Visit	June 06, 2018; 10:00 a.m. Arizona time
Proposal Due Date:	June 21, 2018
Proposal Due Time:	2:00 p.m. (Arizona Time)
Number of Copies of Proposals	1 unbound original (labeled) and 5 bound copies and one electronic copy
Contact:	Kathleen M. Shipman, Purchasing Manager
E-Mail:	<a href="mailto:kathleen.shipman@maricopa-az.gov">kathleen.shipman@maricopa-az.gov</a>
Mailing Address & Location	39700 W. Civic Center Plaza, Maricopa, Arizona 85138

**OFFER**

To the City of Maricopa: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Request for Proposal package issued by the City.

<b>OFFEROR CONTACT INFORMATION</b>	
Arizona Transaction (Sales) Privilege Tax  License Number: _____	For clarification of this offer contact: Name: _____ Email: _____ Telephone: _____
_____ Federal Employer Identification Number  _____ Company Name  _____ Address  _____ City                      State                      Zip Code	_____ Authorizing Offeror Signature  _____ Printed Name  _____ Title

## INSTRUCTIONS TO OFFEROR

### 1. PREPARATION OF PROPOSAL:

- a. Facsimile, email or electronic proposals will not be considered.
- b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer.
- d. If price is a consideration and in case of error of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. All references to time periods stated as a number of days shall mean calendar days.
- f. It is the responsibility of all Offerors to examine the entire Request for Proposal package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a proposal. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the Request for Proposal shall be directed in writing or via e-mail no later than five (5) days prior to the proposal opening date, to the person whose name appears on the front. Questions submitted after that period may not be answered due to time constraints. Any correspondence related to a Request for Proposal should refer to the appropriate Request for Proposal ID, page, and paragraph number. These questions and answers will be communicated to all via a formal amendment to the solicitation, posted on the City website. However, the Offeror shall not place the Request for Proposal ID on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official Request for Proposal due date and time.

3. **PRE-PROPOSAL MEETING & SITE VISIT:** June 06, 2018 @ 10:00 a.m., A Pre-proposal Meeting will be held at the City of Maricopa, City Hall, 39700 W. Civic Center Plaza, Maricopa, AZ. 85138. A site visit will also be conducted for all interested parties to the locations defined in this RFP by a City Representative.

4. **DUE DATE AND TIME:** Offerors must submit proposals to the City's Purchasing Manager by 2:00 p.m. (Arizona Time) on June 21, 2018, at the address or physical location listed on the Introduction/Offer Sheet (Page 1 of RFP). Late proposals will not be accepted.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, an Offeror may withdraw the proposal. Facsimile or email proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of an RFP amendment shall be acknowledged by signing and returning the original document prior to the specified proposal due date and time, or with the original submittal document.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.
8. **TAXES:** The City of Maricopa is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
9. **AWARD OF CONTRACT:** Notwithstanding any other provision of this Request for Proposal, the City expressly reserves the right to:
  - a. Waive any immaterial defect or informality
  - b. Reject any or all proposals, or portions thereof
  - c. Terminate the selection process
  - d. Reissue a Request For Proposal
  - e. Unless the Offeror states otherwise, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. If the Offeror’s offer is an “all or nothing” offer, it must be so indicated on the offer sheet.
10. **SELECTION SCHEDULE TIMETABLE:**  
 The schedule below is subject to change as indicated below. Please refer to City of Maricopa’s website for any updates: <http://www.maricopa-az.gov/web/>

05/24/18	Issuance of Request for Proposals
06/06/18	Pre-Proposal Conference – 10:00 a.m. (Arizona Time)
06/21/18	Responses to Request for Proposals due – 2:00 p.m. (Arizona Time)
07/05/18	Selection/Evaluation Committee selects Contractor(s)
08/07/18	City Council meeting to act on approval of contract (subject to change)
08/14/18	Contract Award (subject to change)

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## STANDARD TERMS AND CONDITIONS

1. **CERTIFICATION:** By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
  - c. The Offeror has not given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.
  
2. **GRATUITIES:** The City may, by written notice to the Offeror, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible city government customers, shall not be prohibited by this paragraph.
  
3. **APPLICABLE LAW:** In the performance of the resultant contract, Contractors shall abide by and conform to any and all laws of the United States, State of Arizona, and the City of Maricopa including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to the contract.
  - a. The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in courts in the State of Arizona.
  - b. The contract is subject to the provisions as stated:
    - i. ARS §38-511; the City may cancel the contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
    - ii. ARS §35-393.01; All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a Boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance. As defined by A.R.S. §35-393.01 and explained in Chapter 46, House Bill 2617 and outlined in Exhibit B:
      - 1."Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with

persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

- (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, Limited Liability Company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
  3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
  4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
    - (a) Together with other investors that are not subject to this section.
    - (b) That are held in an index fund.
  5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
  6. "Public fund" means the state treasurer or a retirement system.
  7. "Restricted companies" means companies that boycott Israel.
  8. "Retirement system" means a retirement plan or system that is pursuant to Title 38.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Maricopa Procurement Code.
5. **CONTRACT:** The resultant contract between the City of Maricopa and the Contractor shall include:
  - a. RFP, including instructions, all terms and conditions, specifications, scope of work, attachments, and any amendments thereto,
  - b. The offer submitted by the Offeror in response to the RFP and any additional changes or amendments mutually negotiated

The City of Maricopa Scope of Services is provided with the solicitation. It is the Offeror's responsibility to review these documents and identify any conflicts/issues as part of the proposal. Please note that the Contract is subject to revisions suggested by the City Council.

In the event of a conflict in language between the City and the Contractor, the provisions and requirements of the resultant contract shall govern. However, the City reserves the right to clarify in writing, any contractual terms with the concurrence of the Offeror, and such a written contract shall govern in case of conflict with the applicable requirements stated in the Contract or the Offeror's offer. The RFP shall govern in all other matters not affected by the written contract.

6. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RFP. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this RFP or any resultant contract.



- 7. RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Offeror is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Offeror should arrange to pay directly such expenses, if any.
- 8. SUBCONTRACTS:** The Contractor shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the City. The Contractor is responsible for contract performance whether subcontractors are used or not.
- 9. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of the resultant Contract. Contractor's duty to defend, hold harmless, and indemnify the City, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense, that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of the resultant including any employee of the Contractor or any tier of subcontractor or any other person whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 10. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
- 11. FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the contract is prevented because of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the resultant contract. Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *certificate-return receipt* and shall make specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resultant contract.

- 12. RIGHT TO ASSURANCE:** Whenever one party to the resultant contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 13. RIGHT TO AUDIT RECORDS:** The City may audit the books and records of any Contractor as related to any contract held with the City.
- 14. RIGHT TO INSPECT PLACE OF BUSINESS:** The City may inspect, at reasonable times, the place of business of a Contractor or subcontractor that is related to the performance of any contract as awarded or to be awarded.
- 15. INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of the resultant contract will be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. They may elect to do any or all:
  - a. Waive the non-conformance
  - b. Stop the work immediately
  - c. Bring material into compliance

This shall be accomplished by a written determination for the City.

- 16. LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
- 17. PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RFP are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

- 18. COST OF PROPOSAL:** The City shall not reimburse the cost of developing or providing any response to this RFP. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 19. PUBLIC RECORD:** All offers submitted in response to this RFP shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
- 20. TERMINATION FOR NON-APPROPRIATION:** Any contract entered into by the City shall terminate at the end of the then current fiscal period for non-appropriation of funds if the City's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The City's fiscal period ends June 30<sup>th</sup> of each year.
- 21. WARRANTIES:** Vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligation of vendor or the right of Buyer under the foregoing warranties.
- 22. COOPERATIVE USE OF CONTRACT:** In addition to the City of Maricopa and with the approval of the contracted vendor, this contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
- 23. A.R.S. § 35-392,** the City is prohibited from purchasing for a company that is in violation of the Export Administration Act.
- 24. COMPLIANCE WITH ARIZONA REVISED STATUTES (A.R.S.):** Procurement of professional services by a municipality within the State of Arizona is governed by A.R.S Title 34. By submitting an RSOQ under this solicitation, the submitter certifies that said submittal and their conduct in relation to this solicitation complies with the requirements of A.R.S Title 34.
- 25. FEDERAL IMMIGRATION AND NATIONALITY ACT (FINA):** By entering into the contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Purchasing Manager upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at [www.USCIS.GOV](http://www.USCIS.GOV).

The City may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the City suspect or find that the Contractor or any of its subcontractors are not in compliance, the City may pursue all remedies allowed by law, including but not limited to: suspension of work, termination of the contract for default, and suspension or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.



## SPECIAL TERMS AND CONDITIONS

1. **AUTHORITY:** This solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.
2. **OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
3. **TERM OF CONTRACT:** The term of any resultant contract shall commence upon the issuance of a contract awarded by the City Maricopa City Council with an initial one (1) year term unless terminated, cancelled, or extended as otherwise provided herein.
4. **CONTRACT EXTENSION (RENEWAL):** By written mutual contract amendment, the City reserves the right to renew this contract an additional four (4), one (1) year renewals with Council approval. The resultant total potential contract term is five (5) years.
5. **PROPOSAL FORMAT:** One (1) unbound original document (label original), and five (5) copies of the proposal shall be submitted in the format indicated in the Proposal Format and Requirement section. **Additionally, please provide all documents in electronic format on either CD or thumb drive media.**
6. **KEY PERSONNEL:** It is essential that the Contractor provide adequate experienced personnel, capable of, and devoted to the successful accomplishment of work to be performed under any resultant contract. The Contractor must agree to assign specific individuals to the key positions.
  - a. The Contractor agrees that, once assigned to work under any resultant contract, key personnel shall not be removed or replaced without written notice to the City.
  - b. If key personnel are not available for work under any resultant contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of equal ability and qualifications.
7. **PROPOSAL OPENING:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be recorded in the presence of a witness. Proposals, amendments, and all other information received in response of this Request for Proposal shall be shown only to City personnel having legitimate interest in the evaluation. Prices shall not be read. After award of the proposal, the successful proposal and the evaluation documentation shall be open for public inspection.
8. **EVALUATION:** The City of Maricopa shall evaluate proposals based upon the following criteria listed below in order of importance. The evaluation criteria are listed below in their relative order of importance. The response to the evaluation criteria shall be no more than eight (8) pages in length. The Offeror's submittal should be organized by the following evaluation criteria:

a. **Capabilities (30 points)**

Offers shall describe Contractor's experience related to government and commercial contracts for janitorial services. Responses shall demonstrate that qualified personnel will be performing all aspects of the services listed. Offers shall include length of time Contractor has had experience in performing this type of work and list pertinent staff by name, job title, experience, and length of service with company. Offer shall also provide staffing levels (number of personnel provided to perform work specifically on this contract), identify all appropriate licenses held and by whom, and list and describe all equipment (type and quantity) to be used to perform the tasks required. Contractor shall have had a minimum of three (3) years' experience in providing janitorial services. The Contractor shall provide a twenty-four (24) hour phone number in case of emergencies.

b. **Compliance with Scope of Services (25 points)**

Offers shall include Contractor's understanding of the project, a detailed plan of action describing how they propose to accomplish the work, and procedures for implementation and start-up. The plan of action should include a full summary of the proposed maintenance plan: performance levels; a complete listing of equipment to be used compatible with current dispensers and fixtures, and the brand of cleaning chemicals and supplies, compatible with current dispensers and fixtures, that will be used; frequency of tasks, work schedule(s); Supervisor's inspections, and quality control.

c. **Cost of Service (20 points)**

Offers shall include the price for performing the Scope of Services broken out on a monthly basis by location and contract year.

d. **Staffing Plan (15 points)**

Please provide a detailed staff-sourcing plan. Please include in this plan:

- i. Whether the staff will be local or from outside of the City of Maricopa
- ii. Number of staff per shift
- iii. Anticipated number of hours for service
- iv. Qualified backup staffing plan for vacations & sick days
- v. Qualified Day Porter replacement for vacation and sick days

e. **References (10 points)**

Offerors shall provide three (3) references from companies (governmental agencies preferably) they have provided similar service in the past twenty-four (24) months. Company name, address, phone number, contact person, length of service, and a brief description of the scope of service provided. In addition to references listed, the City reserves the right to contact references not provided by Offeror. The failure to provide the required number of references and contact information may be the basis for a non-responsive determination.

9. **DISCUSSIONS AND INTERVIEWS:** After the receipt of proposals, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The City reserves the right to conduct personal interviews or require presentation of any or all proposals prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interviews or presentations.

**10. CONFIDENTIAL INFORMATION**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Finance Director of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Finance Director makes a written determination.

**11. CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for assuring that information contained in its records or obtained from the City remains confidential pursuant to applicable requirements.

**12. RESULTANT CONTRACT:** A contract shall be issued between the City and the successful Offeror(s) following award.

**13. LIQUIDATED DAMAGES:** Liquidated damages shall be one-hundred dollars (\$100.00) for each calendar day of delay.

- a. If the contract is not terminated, the Contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
- b. In the event that the City exercises its right of termination, the Contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.

**14. INSURANCE:** The City requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful Contractor(s) of the intent to issue a contract award. At that time, the successful Contractor(s) shall submit a copy of the insurance certificate for coverage with minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other Contractor obligations.

**15. LICENSES:** The Contractor shall remain current on all Federal, State, and Local Licenses and permits required for the operation of the business conducted by the Contractor.

**16. CITY OF MARICOPA BUSINESS LICENSE:** The successful Contractor will be required to have a valid and current City of Maricopa Business License prior to the Notice to Proceed. Please refer to the following for applicable business license downloadable forms to submit with your proposal (If applicable)

<http://www.maricopa-az.gov/web/finance-administrativeservice-home/business-licenses>

**17. BONDS:** If applicable, the successful Contractor shall deliver to the City a Performance Bond issued by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bond shall not be executed by an individual surety or sureties. Bonds signed by an agent must accompanied by a certified copy of such agent's authority to act.

- 18. CONTRACT CANCELLATION:** The City reserves the right to cancel the whole or any part of any resultant contract due to failure by the Contractor to carry out any obligation, term or condition of any resultant contract. The City will issue written notice to the Contractor for acting or failing to act as in any of the following:
- a. The Contractor provides material that does not meet the specifications of the contract.
  - b. The Contractor fails to perform adequately the services set forth in the specifications of the contract.
  - c. The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract.
  - d. The Contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the Contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response to the City. The Contractor's failure to address adequately all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract,
- b. Reserve all rights or claims to damage for breach of any covenants of the contract, or;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the Contractor.

In case of default, the City reserves the right to purchase materials, or to complete the required work. The City may recover any actual excess costs from the Contractor by:

- a. Deduction from an unpaid balance,
- b. Collection against the bid and/or performance bond, or;
- c. Any combination of the above or any other remedies as provided by law.

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## SCOPE OF SERVICES

### I. BACKGROUND

The City of Maricopa intends to establish a contract for Janitorial Services at the following City of Maricopa locations: Maricopa City Hall, Maricopa Public Library, Pacana Park Public Rest Rooms, Copper Sky Regional Park Public Restrooms, Public Works Street/Fleet Maintenance Building, and Fire Administration Facility.

### II. GENERAL

The Contractor shall provide the City Representative the name of the individuals who will oversee the work performed and a telephone number by which to contact them. The work schedule shall reflect adequate time for completion of all routine work activities on a daily and weekly basis. Work shall be scheduled so that it will not disrupt the functions and normal day-to-day operations of the facilities.

The City reserves the right to make minor adjustments to the schedule at any time in order to avoid conflict with the facilities' operations, after hours meetings, recreation programs, or to serve the City's needs.

The successful Contractor is to supply and stock all cleaning equipment and supplies:

- a. Toilet paper, paper towels (All paper products)
- b. Hand soaps,
- c. Seat covers, liners, etc.

All items are to be compatible with current dispensers and fixtures, and any future dispenser or fixture replacements. All cleaning chemicals that have Material Safety Data Sheets (MSDS) are to be provided to City Representative.

### III. SUPERVISOR AND STAFFING

The Contractor shall provide one (1) full-time Supervisor on the job site at all times when performing contractual duties during the scheduled work hours, and additionally upon request by City of Maricopa Management site-specific representative. The Supervisor must be knowledgeable in their area of responsibility and have no less than twelve (12) months experience with equivalent size and scope in the last twenty-four (24) months, performing in the same capacity.

The Contractor shall be required to provide as many personnel as needed to meet the scope of services. In addition, the Contractor's employees shall wear identification badges and a clean uniform shirt or vest bearing the Contractor's name and/or logo while on City premises. The badge shall have the employee's picture, name, and signature. All employees shall conduct themselves in a professional and courteous manner.

Contractor staff schedule is to be submitted to the City Representative on a monthly basis. If there should be any deviation from the aforementioned schedule, the City Representative will be notified immediately. All doors shall be locked, security systems armed, where required, and all lights shall be turned out upon completion of each daily cleaning service.

The Contractor's on-site supervisor shall assist the City Representative in making random on-site facility inspections while coordinating other operational requirements. Bi-weekly facility inspections shall be conducted and submitted to the designated representative of the City.



The Contractor shall perform complete background investigations on any of its employees before beginning work or entering a City of Maricopa facility. All background investigations shall be conducted at the Contractor's expense, and shall include, but may not be limited to, background checks, criminal history checks, and verification of citizenship.

The Contractor shall provide the City Representative the name of the Supervisor who will oversee the work performed and a telephone number by which to contact them. The work schedule shall reflect adequate time for completion of all routine work activities on a daily and weekly basis. Work shall be scheduled so that it will not disrupt the normal day-to-day operations of the facility.

#### **Night Shift Janitorial Supervisor**

The successful Contractor will provide a working Supervisor assigned to be on-site during the hours of operation. This Contractor Supervisor will be assigned to follow a specific cleaning schedule. The Contractor staff shall perform a variety of cleaning tasks to include, *but not limited to*:

- a. Trash removal to designated exterior trash container
- b. Dusting of all horizontal surfaces in the public areas and office areas
- c. Clean
  - i. Break rooms
  - ii. Office areas
  - iii. Restrooms
- d. All carpet will be vacuumed and spot cleaned
- e. Dusting of all interior window sills
- f. Dry and wet mop all exposed flooring
- g. Re-stock all paper products, soap dispensers and hand sanitizers

During the scheduled work hours of operations, this Supervisor shall be the main point of contract between the Contractor and the City Staff.

#### **IV. INSPECTION**

The Contractor shall provide on-site full time supervision when performing contractual duties during established scheduled work hours. The Contractor shall provide appropriate staff training to assure competent performance of the work. In addition, the Contractor's supervisory personnel shall periodically inspect all premises. The Contractor shall maintain written reports of such inspections, which shall be given to the City Representative after each inspection. The Contractor's Supervisor must be literate and fluent in the English language. The Contractor's employees must have a working knowledge of the English language because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with City employees.

The Contractor's supervisor shall perform a walk-through every day of all premises on which the services are to be provided, to assure a high quality of work by the Contractor's employees. Contractor employees are not to be accompanied in the work areas by acquaintances, family members, or any other person unless said person is an authorized Contractor employee.

Contractor employees shall perform services in such a manner that damage is not inflicted to existing materials, facilities, grounds, utilities or other structures. In the event the Contractor causes damage to City property, the Contractor shall replace or repair the same at no cost to the City as directed by the assigned City Representative. If damage caused by the Contractor has to be repaired or replaced by the City, the cost of such work shall be deducted from the Contractor's monthly payments.

The Contractor shall be required to sign for each key issued to them. If Contractor's employees should lose an issued key, they will be required to pay for the cost of having duplicates made. If a breach of security results from the Contractor loss of keys, or the failure to reset any security alarm requiring that locks must be changed, re-keyed, or new security code set up, an additional charge per lock will be made. These charges will be deducted from monthly payments made to the Contractor.

## **V. MISCELLANEOUS REQUIREMENTS**

### **a. Records**

The Contractor shall keep a Daily Work Report, Exhibit A, for each location and deliver them, by email, to the designated City Representative. Names and initials of all staff assigned to specific contractual duties shall be handwritten, printed clearly, and must be legible. These reports may be modified at any time to meet the needs of the designated City Representative. The City shall supply the forms. The Daily Work Report will list the employees who worked and any details of unusual activities including, lost and found articles, property and equipment not in an operating condition, and other pertinent information.

### **b. Lost and Found**

Contractor shall deliver any lost and found items to the counter in the lobby area of each facility and the Staff break room at Pacana Park on a daily basis. These items shall be annotated on the Daily Work Report.

### **c. Corrective Re-Work**

The designated City Representative shall decide all questions that may arise as to the quality and acceptability of any work performed under this contract.

When notice of a performance deficiency is delivered to the Contractor, the Contractor shall have four (4) hours from the time of notification to initiate corrective action in any specific instances of unsatisfactory performance. Additional payments will not be made by the City for additional time that the Contractor may need to schedule the corrective re-work of unsatisfactory performance.

Failure to correct unacceptable work within the specified period may result in reduction of payment, or non-payment for the date of the deficiency. All extenuating circumstances will be taken into consideration (delays in supply delivery, adverse weather, etc.); however, the following penalties may be deemed applicable by the designated City Representative:

1. Deficiency corrected within established time limit upon first notification – no reduction,
2. Deficiency corrected within established time limit upon second notification (same problem and location within a three (3) month time frame) minus (–) a twenty-five percent (25%) reduction of daily rate amount, or;
3. Deficiency not corrected after second notification (same problem and location within a three (3) month period) minus (–) a one hundred percent (100%) reduction of daily rate amount. If the Contractor fails to correct the problem, the City reserves the right to correct the situation by whatever means are in the best interest of the City, with City personnel or by separate contract, and the cost of such actions deducted from the Contractor's monthly invoice.

- d. Contractor staff will be directed to report anything unusual such as:
1. Foul smells
  2. Smoke
  3. Broken windows
  4. Lights out
  5. Graffiti
  6. Torn carpets
  7. Ground level leaks
  8. Unusual behavior or activity
  9. Vandalism shall to be reported immediately to the City of Maricopa Representative overseeing Contractor's work.

## VI. CITY HALL

The City Hall is to be cleaned Monday, Tuesday, Wednesday, and Thursday evenings starting after 7:00 p.m. Services to be addressed are to include, but not be limited to, basic vacuuming, dusting, trash removal, break room and restroom cleaning. There is also a need for carpet cleaning on a semi-annual basis.

**Note:** City Council meetings are conducted in the City Hall Council Chambers generally twice per month (every other Tuesday evening 6:00 p.m. to 10:00 p.m.). The successful Contractor shall be given this schedule. There may be deviations during holidays or special events, which will be coordinated and scheduled accordingly. The City reserves the right to make minor adjustments in the schedule at any time in order to avoid conflict with City Hall operations, after hours' meetings, or to serve the City's needs.

The following services are required:

- a. General Janitorial and Cleaning Services  
Frequency: Four (4) days per week (Monday-Thursday); after hours starting at 7:00 p.m.
- b. Trash Disposal Nightly:  
Empty all wastebaskets, trash and recycle receptacles and replace liners in all offices and public areas. Trash and refuse will be bagged and removed from the building to the designated trash container.
- c. Dust all Horizontal Surfaces in Public Areas and Offices Nightly:
  1. Includes all tables, chairs, bookshelves (including tops of bookshelves), file cabinets, air conditioning vents, light fixtures, overhead shelves in offices, and countertops.
  2. Clean all corners and baseboards for cobwebs throughout. (Do not dust off work surfaces or desktops in offices.)
- d. Clean Break Rooms and Staff Areas Nightly:  
There are two (2) break rooms downstairs and two (2) upstairs. Room sizing: Two (2) @ 10 feet x 20 feet; one (1) @ 9 feet x 17 feet; one (1) @ 9 feet x 20 feet
  1. Wipe and disinfect all hard surfaces.
  2. Vacuum, sweep, mop and disinfect all floors, in common areas and offices.
  3. Empty all trash/waste baskets. Replace liners.
  4. Clean and disinfect break room sinks, wipe down countertops, cabinets, refrigerator doors, dishwasher fronts, microwaves (inside and out), icemakers, and wipe off stools.
  5. Dust off air conditioning vents and around light fixtures.

- e. Clean Restrooms Nightly  
There are four (4) restrooms upstairs and five (5) downstairs. Room sizing: Two (2) @ 18 feet x 13 feet; two (2) @ 21 feet x 10 feet; two (2) @ 9 feet x 20 feet; two (2) @ 10 feet x 19 feet; one (1) @ 9 feet x 8 feet
  1. Wipe and disinfect all hard surfaces (counters, mirrors, all partition doors, sinks, toilets, urinals, diaper change stations, walls, and entry doors. Wipe dry with clean rag. Do not leave hard water deposits.
  2. Sweep, mop and disinfect exposed floor.
  3. Sanitize all sinks, toilets and urinals.
  4. Replace air fresheners and toilet deodorants as needed, and
  5. Dust off air conditioning vents and around light fixtures.
  
- f. Stock Paper Products in Restrooms and Break Rooms nightly.
  1. Refill all paper towel dispensers as needed.
  2. Refill all toilet paper dispensers and toilet-seat dispensers as needed, and
  3. Refill all hand soap dispensers as needed.
  
- g. Sweep, Vacuum or Mop all exposed floors.
  1. Hard surface flooring (finished concrete, rubberized flooring, tile) are to be auto-scrubbed weekly with regular mopping in between.
  2. Vacuum all carpeted areas in building and use spot remover on soiled areas when found including all carpeted conference rooms and carpeted offices.
  3. Sweep all hard floors nightly and mop away any wet or past spills when found, and
  4. Clean the lobby staircase, and the staircase located off the Council chamber area nightly.
    - i. Wipe off all splash marks that are caused from mopping, and
    - ii. Remove all cobwebs.
  
- h. Glass Doors – All glass entry doors are to be cleaned inside and outside daily. This is to include glass, glass framing and the thresholds.
  
- i. Hard floors in all common areas  
Auto scrubbing all hard floors throughout the City Hall on a bi-weekly basis including:
  1. Hallways
  2. Break rooms
  3. Rest rooms
  4. Lobby
  5. Stairs and landing
  
- j. Dust inside window ledges nightly. Dust window coverings and treatments weekly.
  
- l. Carpet Cleaning  
Frequency: Every six (6) months, Fridays, Saturdays or Sundays. Carpet must be dry by Monday at 7:00 a.m. Area is approximately forty-thousand (40,000) square feet.
  1. Pre-treat for soils and spots,
  2. Move all furniture,
  3. Vacuum entire floor,
  4. Commercial clean all carpeted floor surfaces,
  5. Replace furniture, and;
  6. Foot traffic mats by entrance doors are to be cleaned monthly.

- m. On an as needed basis the following will be required:
  - 1. Non-scheduled/rotation carpet cleaning, and
  - 2. Clean interior windows.
  
- n. Security  
Check all doors to insure they are locked at the end of each shift.
  
- o. Day Porter: Monday – Thursday, 7:00 a.m. – 6:00 p.m.
  - 1. Inspect building to ensure the night crew did their job according to the contract Scope of Services. Complete what night crew missed.
  - 2. City Counsel Auditorium: After each use.
    - i. Wipe and clean all windows and frames.
    - ii. Vacuum carpeted flooring, spot clean as necessary.
    - iii. Wipe down all hard surfaces including doors.
    - iv. Clean all chairs.
    - v. Pick up any trash and empty trash receptacles.
    - vi. Dust off air condition vents and any reachable light fixtures.
  
- p. City Hall Duties. Daily.
  - 1. Inspect periodically throughout the day for spills and stains and clean as necessary.
  - 2. Inspect conference rooms and clean as necessary.
  - 3. Empty trash receptacles in break rooms if needed.
  - 4. Empty recycle receptacles throughout as necessary.
  - 5. Inspect restrooms, clean and restock as necessary.
  - 6. Keep lobby clean.
  - 7. Clean lobby glass doors daily.
  - 8. Keep outdoor sidewalk entrance to main lobby clean and swept. Hose down as necessary.
  - 9. When necessary, restock and empty trash in the Police Department Headquarters Building.
  - 10. Report any non-working lights and any other issues to the Facilities Manager
  - 11. Day Porter will have a cell phone so the Facilities Manager, or designee, can reach them during normal working hours.

## **VII. MARICOPA PUBLIC LIBRARY**

The Maricopa Public Library is located at 41600 West Smith Enke Road, Maricopa, AZ 85138. The Public Library is open six (6) days per week. Janitorial and cleaning services will be required on a daily basis as outlined below. There is also a need for interior and exterior window cleaning, carpet cleaning semi-annually and some as-needed services.

### **a. Work Schedule**

The Contractor shall clean the Maricopa Public Library on a daily basis, Monday through Saturday. The Contractor's work hours shall begin no earlier than 8:00 p.m. and shall be planned to coincide with the daily closing schedule. The Contractor supervisor shall disarm the security system when entering the building and re-arm the security system at the end of the shift. The Contractor shall conduct a daily inspection of each facility during daylight hours on a weekly basis. The Daily Work Report (Exhibit A) shall be emailed to the designated City Representative after each weekly inspection.



The designated City Representative may perform periodic inspections to ensure compliance with contract requirements. It is anticipated that these inspections will be performed on a weekly basis. If deficiencies are noted, a deficiency report will be furnished to the Contractor. The designated City Representative shall decide all questions that may arise as to the quality and acceptability of any work performed under this contract.

b. Daily Services

General Janitorial and Cleaning Services

1. Trash Disposal
  - i. Trash receptacles shall be emptied, cleaned and a new liner inserted, and;
  - ii. Trash and refuse will be bagged and removed from the building to a designated area.
2. Dust all horizontal surfaces including tables, chairs, bookshelves (including tops of bookshelves), counters, wooden dateline partition and book trucks.
3. Clean Break Room / Staff Area.
4. Wipe and disinfect all hard surfaces.
5. Vacuum, sweep, mop and disinfect all floors in common area and offices.
6. Paper products and soap shall be replenished as necessary.
7. Clean restrooms.
8. Floors, toilet partitions, doors, sinks, toilets, urinals, and mirrors shall be washed thoroughly. After being washed, fixtures shall be wiped dry with a clean rag, and the floors shall be dried by either forced air or dry mopping.
9. Cleaned surfaces will appear free of streaks or film
10. Toilets and urinals shall be kept free of hard water deposits and stains.
  - i. Replace air fresheners as needed. Odor suppressant blocks and mats shall be replenished as needed in urinals.
  - ii. Paper goods, seat covers, and soap shall be replenished as necessary. At least one (1) full roll of toilet paper should be in evidence on each spindle for each time serviced.
11. Sweep, vacuum or mop all hard floor surfaces
  - i. Public Library area
  - ii. Meeting Rooms
  - iii. Study Rooms
  - iv. Behind the Circulation Desk
  - v. Library Office area
  - vi. Floors shall be dried by either forced air or dry mopping
12. Dust inside window ledges daily.
13. Dust window treatments every other week.
14. Contractor shall immediately report any graffiti or marking of any kind on any surface in the facility to the designated City Representative.

Contractor shall inspect the restrooms and Staff break room for inoperative fixtures and performing any of the cleaning tasks that may be necessary to maintain a neat and clean appearance. Contractor shall immediately report any inoperable fixtures to the designated City Representative.

c. Security Alarm

1. Disarm security alarm when entering building to start job.
2. Re-Arm security system when exiting building when job is finished.
3. Fill out Daily Work Report nightly and email tot the designated City Representative every Saturday night.

d. Window Cleaning

Once per month

1. Wipe and clean all window frames
2. Clean all inside window glass surfaces
3. Number and style of windows:
  - i. Eight (8) windows, four (4) panes each, 4' x 7'
  - ii. Sixteen (16) windows, four (4) panes each, 6' x 7'
  - iii. Two (2) side glass doors, three (3) panes each, 4' x 10'
  - iv. Two (2) front doors, eight (8) panes each, 11' x 13'
  - v. One (1) main front door, thirteen (13) panes, 11' x 13'

e. Carpet Cleaning

Semi-Annually on Sundays. Carpet must be dry before Monday, 8:00 a.m.; area is approximately seven-thousand (7,000) square feet.

1. Pre-treat for soils and spots
2. Move all furniture
3. Vacuum entire floor
4. Commercially clean all carpeted floor surfaces
5. Replace furniture and foot traffic mats by entrance doors

f. Non-scheduled rotation carpet cleaning may be required on an as needed basis

g. Preventive Maintenance Requirements

1. Contractor shall maintain in good working condition the fixtures in the rest rooms including, but not limited to, soap dispensers, mirrors, urinals, toilets, wash basins. Stopped toilets, sinks, etc., shall be plunged to dislodge the stoppage and allow cleaning.
2. Contractor shall notify the designated City Representative of problems with plumbing fixtures, door locks, defective vents, and clogged sewer lines on the Daily Work Report.
3. Contractor shall notify the designated City Representative when light bulbs need replaced.

**VIII. PACANA PARK PUBLIC RESTROOMS**

Pacana Park is located at 19000 N. Porter Road, Maricopa, AZ. Pacana Park is open seven (7) days per week with janitorial and cleaning services required on a nightly basis.

a. Work Schedule

1. The Contractor shall clean the Pacana Park public restrooms designated areas on a nightly basis. The Contractor's work hours shall begin no earlier than 11:00 p.m. and shall be planned to coincide with the daily closing schedule. Work shall start after 11:00 pm, securing all public restrooms from public access by 11:30pm and locking them at the completion of the cleaning.
2. The Contractor shall conduct a daily inspection of each facility during daylight hours on a weekly basis as part of the quality control process. The Daily Work Report (Exhibit A) shall be emailed to the designated City Representative every Thursday night
3. The designated City Representative may perform periodic inspections to ensure compliance with contract requirements. It is anticipated that these inspections will be performed on a weekly basis. If deficiencies are noted, a deficiency report will be furnished to the Contractor.
4. The designated City Representative shall decide all questions that may arise as to the quality and acceptability of any work performed under this contract.

b. General Janitorial and Cleaning Services

1. Trash receptacles shall be emptied and cleaned, and a new liner replaced. Trash and refuse will be bagged and removed from the building to an area to be designated by the City Representative.
2. Clean Break Room and all Staff Areas.
  - i. Wipe and disinfect all hard surfaces,
  - ii. Sweep, mop and disinfect all hard floor surfaces, and;
  - iii. Paper goods and soap shall be replenished as necessary

c. Clean Public Restrooms

1. Floors, toilet partitions, doors, sinks, toilets, urinals, and mirrors shall be washed thoroughly and disinfected. After being washed, fixtures shall be wiped dry with a clean rag, and the floors shall be dried by either forced air or dry mopping.
2. Cleaned surfaces will appear free of streaks or film.
3. Toilets and urinals shall be kept free of hard water deposits and stains.
4. Replace air fresheners as needed. Odor suppressant blocks and mats shall be replenished as needed in urinals.
5. Paper goods, seat covers, and soap shall be replenished as necessary. At least one full roll of toilet paper should be in evidence on each spindle each time serviced.
6. All restroom facilities shall be maintained free of spider webs.
7. Contractor shall immediately report any graffiti or marking of any kind on any surface in the restrooms to the designated City Representative.
8. Contractor shall ensure that locks are used and maintained on dispensers with locking devices.
9. The rest rooms shall be inspected for the purpose of checking for inoperative fixtures and performing any cleaning tasks, which may be necessary to maintain a neat and clean appearance in the rest rooms. Contractor shall immediately report any inoperable fixtures to the designated City Contract Representative.
10. The inventory and storage space areas shall remain organized and cleaned.
11. Daily Work Reports are to be emailed to the designated City Representative every Thursday night.

c. Weekly Services

1. Windows and walls shall be scrubbed weekly with soap and water and wiped dry to maintain a clean, smear-free appearance.
2. Additional floor care as necessary to remove all foreign substances such as gum or tar.
3. Each facility shall be inspected by the Contractor during daylight hours once per week. The inspection shall be documented on the Daily Work Report (Exhibit A).

d. Preventive Maintenance Requirements

1. Contractor shall maintain in good working condition the fixtures in the rest rooms including, but not limited to, soap dispensers, mirrors, urinals, toilets, wash basins. Stopped toilets, sinks, etc., shall be plunged to dislodge the stoppage and allow cleaning.
2. Contractor shall notify the designated City Representative of problems with plumbing fixtures, door locks, defective vents, and clogged sewer lines on the Daily Work Report (Exhibit A).
3. Contractor shall notify the designated City Representative when light bulbs need replacement.

**IX. COPPER SKY REGIONAL PARK PUBLIC REST ROOMS**

Copper Sky Regional Park is located at 44345 West Martin Luther King Jr. Blvd. Maricopa, AZ. The park is open seven (7) days per week, three hundred and sixty-five (365) days per year. Janitorial cleaning services will be needed on a nightly basis.

a. Work Schedule

1. The Contractor shall clean the Copper Sky Regional Park Public Rest Rooms designated areas on a nightly basis, Monday through Sunday, during the nighttime closed hours. The Contractor's work hours shall begin no earlier than 11:00 pm and shall be planned to coincide with the daily closing schedule as provided by the City Representative.
2. The Contractor shall conduct a daily inspection of each facility during daylight hours on a weekly basis as part of the quality control process. The Daily Work Report (Exhibit A) shall be emailed to the designated City Representative every Thursday night.
3. The designated City Representative may perform periodic inspections to ensure compliance with contract requirements. It is anticipated that these inspections will be performed on a weekly basis. If deficiencies are noted, a deficiency report will be furnished to the Contractor.
4. The designated City Representative shall decide all questions that may arise as to the quality and acceptability of any work performed under this contract.
5. The Copper Sky Regional Park has three (3) sets of public restrooms located throughout the park. Locations are to be cleaned, sanitized and restocked on a nightly basis, Monday through Sunday. Work shall start after 11:00 pm securing all public restrooms from public access by 11:30pm and locking them at the completion of the cleaning.

b. Nightly Services

1. Dry and wet mop flooring with manufacturer recommended procedures as provided by City Representative.
2. Empty trash and replace liners.
3. Clean and disinfect receptacles inside and out as needed.
4. Clean and disinfect sinks, handrails, partisans, and walls.
5. Clean all mirrors and fixtures.
6. Clean urinals and bowls (include tops and underside of bowl seats).
7. Run fresh water down both urinal and bowl drains to flush out sand.
8. Toilets and urinals shall be kept free of hard water deposits and stains.
9. Cleaned surfaces will appear free of streaks or film.
10. Paper goods, seat covers, and soap shall be replenished as necessary. At least one full roll of toilet paper should be in evidence on each spindle each time serviced. On Thursday, Friday, and Saturday nights both spindles shall have full rolls.
11. Remove cobwebs from walls and ceiling.
12. Paper wads shall be removed from ceilings, walls and other surfaces.
13. Contractor shall immediately report any graffiti or marking of any kind on any surface in the restrooms to the designated City Representative.
14. Contractor shall ensure that locks are maintained on dispensers with locking devices.
15. The rest rooms shall be inspected for the purpose of checking for inoperative fixtures and performing any cleaning tasks, which may be necessary to maintain a neat and clean appearance in the rest rooms. Contractor shall immediately report any inoperable fixtures to the designated City Representative.
16. The designated inventory and storage space areas shall remain organized and cleaned.
17. Daily Work Reports shall be emailed to the designated City Representative every Thursday.

- c. Weekly Services
  - 1. Pour environmentally safe enzyme solution, as approved by the City Representative, down sink drains.
  - 2. Additional floor care as necessary to remove all foreign substances such as gum or tar.
  - 3. Each facility shall be inspected by the Contractor during daylight hours once per week. The inspection shall be documented by the Contractor on the Daily Work Report (Exhibit A) and provided to the City Representative.
  
- d. Preventive Maintenance Requirements
  - 1. Contractor shall maintain in good working condition the fixtures in the rest rooms including, but not limited to, soap dispensers, mirrors, urinals, toilets, wash basins. Stopped toilets, sinks, etc., shall be plunged to dislodge the stoppage and allow cleaning.
  - 2. Contractor shall notify designated City Representative of problems with plumbing fixtures, door locks, and defective vents, clogged sewer lines, etc., on the Daily Work Report (Exhibit A).
  - 3. Contractor shall notify the designated City Representative when light bulbs need replaced.

**X. PUBLIC WORKS STREET/FLEET MAINTENANCE BUILDING AND FIRE ADMINISTRATION FACILITY**

The service days for the Public Works/Fleet Maintenance Building are Mondays, Wednesdays and Fridays. The service day for the Fire Administration Facility is Wednesday at 9:00 a.m. The Contractor staff shall perform a variety of cleaning tasks to include, but not limited to:

- a. Trash removal to designated exterior trash container.
- b. Dusting of all horizontal surfaces in the public areas and office areas.
- c. Clean:
  - i. Break rooms,
  - ii. Office areas, and;
  - iii. Restrooms
- d. All carpet will be vacuumed and spot cleaned.
- e. Dusting of all interior windowsills.
- f. Dry and wet mop all exposed flooring.
- g. Re-stock all paper products, soap dispensers and hand sanitizers.



## PROPOSAL FORMAT AND REQUIRED RESPONSES

The information set forth in paragraphs below must be included with all proposals. Failure to provide any of the information requested by these paragraphs is grounds for the City to reject a proposal.

In order for the City to conduct a uniform review process, all proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection.

- 1. OFFER SHEET:** The attached Introduction/Offer Sheet (Page 1 of RFP) must be completed and returned with the Offeror's proposal. Failure to return the Offer Sheet and to sign it is grounds for the City to reject a proposal.
- 2. TABLE OF CONTENTS:** The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the City's Request for Proposal and must include all the items set forth in this section of the Request for Proposal.
- 3. LETTER OF TRANSMITTAL (Limit to one (1) page):** A letter of transmittal must be submitted with an Offeror's proposal. The letter must include:
  - a. A statement of the Offeror's understanding of the products and services required by the Request for Proposal listed in the scope of work.
  - b. The names of the persons who are authorized to make representations on behalf of the Offeror (include their titles, addresses, fax number, e-mail addresses and telephone numbers).
  - c. A statement that the individual who signs the transmittal letter is authorized to bind the Offeror to contract with the City.
- 4. FIRM OVERVIEW (Excluding attachments, limit to four (4) pages):**
  - a. Organization's primary line of business?
  - b. Does your organization have at least one (1) office located in the State of Arizona? If so, what is/are location(s)?
  - c. Discuss the structure of your organization. If a private firm, state whether a corporation, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the firm has been in business under the current business name as well as any previous business names.
  - d. Provide documentation that the Offeror is licensed under the applicable laws of the State of Arizona.
- 5. EXPERIENCE (Excluding attachments and resumes, limit to four (4) pages):**
  - a. Describe comparable services provided by the firm to municipalities in the last twenty-four (24) months similar in scope to the City's request. Please include the names of the municipalities that you have provided this service.
  - b. How long has your firm been in the janitorial/cleaning business and in what cities or locations has your business been licensed.
  - c. Please include the resumes of the principles of your firm along with their experience in the janitorial/cleaning industry and their number of years in the industry.

- 6. DETAIL RESPONSES TO THE EVALUATION CRITERIA:** Please included detailed information addressing the evaluation criteria as defined in the “Special Terms and Conditions”, Item # 8, page 9-10.
  - a. Capabilities
  - b. Compliance with Specifications
  - c. Cost of Service:
  - d. Staffing Plan
  - e. References
- 7. CREW SIZE AND EXPERIENCE:** List the estimated crew sizes that will be required for each location and their qualifications of cleaning similar facilities. Provide the anticipated estimate number of hours you believe each shift will require. Also, provide staffing plans and how vacation and sick days will be covered.
- 8. REFERENCES** (Limit to one page): Offerors shall provide three (3) references for whom they have provided similar services in the past twenty-four (24) months. Company name, address, phone number, contact person, length of service, and a brief description of the scope of service provided. In addition to references listed, the City reserves the right to contact references not provided by Offeror.
- 9. DISCLOSURES OF CONFLICT OF INTEREST: (Limit to one (1) page):** The Offeror shall include a statement that no conflicts of interest exist as defined by Arizona Revised Statutes, Title 38, Chapter 3, Article 8. In the event any professional or personal financial interest, does exist the nature of the relationship shall be disclosed to the City and examined by the City of the material facts of the disclosure. The above reference statute shall govern the actions of the city in the event a conflict exists.
- 10. PROPOSED FEES/COMPENSATION:** Offers shall include the weekly, monthly and annual price for each location on the attached price sheets. Prices shall be stated as a flat fee for each location (Attachment A).
- 11. SUBSTITUTE W-9 FORM:** Complete and return the attached City of Maricopa Substitute W-9 form (Attachment B).
- 12. PARTICIPATION IF BOYCOTT OF ISRAEL:** Complete and sign the form (Attachment C)

## VENDOR SUBMITTAL CHECKLIST

- \_\_\_\_\_ One (1) unbound original, marked, five (5) bound copies and one (1) electronic copy
- \_\_\_\_\_ Offer Sheet, Signed
- \_\_\_\_\_ Table of Contents
- \_\_\_\_\_ Signed Letter of Transmittal/Cover Letter (one (1) page)
- \_\_\_\_\_ Firm Overview (limit to 4 pages)
- \_\_\_\_\_ Experience (limit to 4 pages)
- \_\_\_\_\_ Response to the Evaluation Criteria (limit to eight (8) pages)
- \_\_\_\_\_ Plan of Action for implementation and start up
- \_\_\_\_\_ Staffing Plan
- \_\_\_\_\_ Equipment Listing (type and quantity)
- \_\_\_\_\_ Crew Size and Experience of Crew
- \_\_\_\_\_ References, including short description of services provided
- \_\_\_\_\_ Disclosure of Conflict of Interest
- \_\_\_\_\_ Confidential Information Statement
- \_\_\_\_\_ Proposed Fees/Compensation (Attachment A)
- \_\_\_\_\_ Substitute W-9 Form completed (Attachment B)
- \_\_\_\_\_ Boycott - Participation/Israel (Attachment C)
- \_\_\_\_\_ Amendments, signed (as applicable)

**ATTACHMENT A  
 PRICING SCHEDULE  
 CITY OF MARICOPA JANITORIAL SERVICES  
 LOCATION: CITY HALL**

<b>ITEM NUMBER</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>U/I</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1001	City Janitorial Services City Hall Initial Term	12	MO	\$	\$
1002	City Janitorial Services City Hall Extension Period 1	12	MO	\$	\$
1003	City Janitorial Services City Hall Extension Period 2	12	MO	\$	\$
1004	City Janitorial Services City Hall Extension Period 3	12	MO	\$	\$
1005	City Janitorial Services City Hall Extension Period 4	12	MO	\$	\$
<b>TOTAL PRICE (Items 1001 through 1005)</b>				\$	=====

**ATTACHMENT A – page 2**  
**PRICING SCHEDULE**  
**CITY OF MARICOPA JANITORIAL SERVICES**  
**LOCATION: PUBLIC LIBRARY**

<b>ITEM NUMBER</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>U/I</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
2001	City Janitorial Services Public Library Initial Term	12	MO	\$	\$
2002	City Janitorial Services Public Library Extension Period 1	12	MO	\$	\$
2003	City Janitorial Services Public Library Extension Period 2	12	MO	\$	\$
2004	City Janitorial Services Public Library Extension Period 3	12	MO	\$	\$
2005	City Janitorial Services Public Library Extension Period 4	12	MO	\$	\$
<b>TOTAL PRICE (Items 2001 through 2005)</b>				\$	



**ATTACHMENT A – page 3**  
**PRICING SCHEDULE**  
**CITY OF MARICOPA JANITORIAL SERVICES**  
**LOCATION: PACANA PARK**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>U/I</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
3001	City Janitorial Services Pacana Park Restrooms Initial Term	12	MO	\$	\$
3002	City Janitorial Services Pacana Park Restrooms Extension Period 1	12	MO	\$	\$
3003	City Janitorial Services Pacana Park Restrooms Extension Period 2	12	MO	\$	\$
3004	City Janitorial Services Pacana Park Restrooms Extension Period 3	12	MO	\$	\$
3005	City Janitorial Services Pacana Park Restrooms Extension Period 4	12	MO	\$	\$
<b>TOTAL PRICE (Items 3001 through 3005)</b>				\$	_____

**ATTACHMENT A – page 4**  
**PRICING SCHEDULE**  
**CITY OF MARICOPA JANITORIAL SERVICES**  
**LOCATION: COPPER SKY**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>U/I</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
4001	City Janitorial Services Copper Sky Restrooms Initial Term	12	MO	\$	\$
4002	City Janitorial Services Copper Sky Restrooms Extension Period 1	12	MO	\$	\$
4003	City Janitorial Services Copper Sky Restrooms Extension Period 2	12	MO	\$	\$
4004	City Janitorial Services Copper Sky Restrooms Extension Period 3	12	MO	\$	\$
4005	City Janitorial Services Copper Sky Restrooms Extension Period 4	12	MO	\$	\$
<b>TOTAL PRICE (Items 4001 through 4005)</b>				\$	_____

**ATTACHMENT A – page 5**  
**PRICING SCHEDULE**  
**CITY OF MARICOPA JANITORIAL SERVICES**  
**LOCATION: PUBLIC WORKS/FIRE ADMINISTRATION**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>U/I</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
5001	City Janitorial Services Public Works/Fire Admin Initial Term	12	MO	\$	\$
5002	City Janitorial Services Public Works/Fire Admin Extension Period 1	12	MO	\$	\$
5003	City Janitorial Services Public Works/Fire Admin Extension Period 2	12	MO	\$	\$
5004	City Janitorial Services Public Works/Fire Admin Extension Period 3	12	MO	\$	\$
5005	City Janitorial Services Public Works/Fire Admin Extension Period 4	12	MO	\$	\$

**TOTAL PRICE (Items 5001 through 5005)** \$ \_\_\_\_\_

**TOTAL CONTRACT PRICE**  
**All Items 1001 through 5005** \$ \_\_\_\_\_

**ATTACHMENT B**  
**SUBSTITUTE W-9 FORM**

**PART I: Company Information:**

1. Name (as shown on Income Tax Return): \_\_\_\_\_
2. Business Name (if different from above): \_\_\_\_\_
3. DUNS #: \_\_\_\_\_
4. Federal employer identification number (or SSN): \_\_\_\_\_
5. Type of organization (check one):
 

Individual/Sole Proprietor	Limited Liability Company*
Corporation	<b>*Choose the tax classification</b>
Partnership	Disregarded Entity
Other: _____	Corporation
	Partnership
6. Order Address:
 

_____	_____	_____	_____
<i>(Order address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip code)</i>
7. Remittance address (if different from above):
 

_____	_____	_____	_____
<i>(Remittance address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip code)</i>
8. Contact person for bid invitations: \_\_\_\_\_
9. Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_
10. Email address of contact person: \_\_\_\_\_
11. Applicant is a (check one):
 

Factory Representative	Jobber
Manufacturer	Authorized distributor
Retail dealer	Contractor
Consultant	Other: _____
12. Indicate if the business is registered as a minority or woman-owned company.
 

Minority-owned	Woman-owned	Not Applicable
----------------	-------------	----------------
13. How long has the company been in business? \_\_\_\_\_
14. Does applicant currently hold a valid business license issued by the City of Maricopa?
 

Yes	No
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**PART II: COMMODITY OR SERVICE DESCRIPTION**

1. Commodity/Service description (*this section must be completed*):

**PART III: APPLICANT TERMS & CERTIFICATION**

**Terms:**

**The City of Maricopa may take up to thirty (30) calendar days after the receipt of vendor's invoice to render payment unless other arrangements are made through a written contract. Applicant's signature below signifies acceptance of those terms.**

**Under Penalties of perjury, I certify that:**

1. The number shown on this form is my correct federal employer identification number.
2. I am not subject to backup withholding because of failure to report interest and dividend income.
3. I am a U.S. person (including a U.S. resident alien).  
*(NOTE: You must cross out item 2. above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return).*
4. The following business ownership classifications are applicable:  
 Disadvantaged Business Enterprise Ownership Classification (Select One Only):

- |   |  |
|---|--|
| <input type="checkbox"/> 1 Non-Small/Non-Minority/Non-Disabled                  | <input type="checkbox"/> 8 Small Business/Disabled Owner           |
| <input type="checkbox"/> 2 Small Business (Per ARS §41-1001.20)                 | <input type="checkbox"/> 9 Minority Woman Owned Business           |
| <input type="checkbox"/> 3 Minority Owned Business [Per 15 CFR §1400.1(a)]      | <input type="checkbox"/> 10 Disabled-Minority Owned Business       |
| <input type="checkbox"/> 4 Woman Owned Business                                 | <input type="checkbox"/> 11 Disabled-Woman Owned Business          |
| <input type="checkbox"/> 5 Owned By Disabled Individual<br>(Per ARS §41-1492.5) | <input type="checkbox"/> 12 Small Business/Minority-Woman Owned    |
| <input type="checkbox"/> 6 Small Business/Minority Owned                        | <input type="checkbox"/> 13 Small Business/Disabled-Minority Owned |
| <input type="checkbox"/> 7 Small Business/Woman Owned                           | <input type="checkbox"/> 14 Small Business/Disabled-Minority-Woman |

The Internal Revenue Service does not require your consent to any provision of this document other than the Owned certifications required to avoid backup withholding.”

\_\_\_\_\_  
**Name** (*Please print*)

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title** (*Please print*)

\_\_\_\_\_  
**Date**



**ATTACHMENT C**  
**PARTICIPATION IF BOYCOTT OF ISRAEL**

	<b>Participation if Boycott of Israel</b>	PAGE 1	<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
		OF 1	

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01 This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
  - (a) together with other investors that are not subject to this section.
  - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

**All offerors must select one of the following:**

\_\_\_\_\_ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

\_\_\_\_\_ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01. :

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

\_\_\_\_\_ Company Name

\_\_\_\_\_ Signature of Person Authorized to Sign

\_\_\_\_\_ Address

\_\_\_\_\_ Printed Name

\_\_\_\_\_ City State Zip

\_\_\_\_\_ Title

**EXHIBIT A**  
**DAILY WORK REPORT**

**Empty and Dispose of all Trash**

Date										
Initials										

**Sweep and Mop All Restroom and Breakroom Floors**

Date										
Initials										

**Dust All Surfaces throughout Building, including top of bookcases**

Date										
Initials										

**Wipe Down All Counters in Buildings**

Date										
Initials										

**Clean and Sanitize All Restrooms**

Date										
Initials										

**Clean Breakroom and Office Area**

Date										
Initials										

**Restock all Paper Towel, Toilet Paper, Toilet Seat, Soap Dispensers and Sanitary Napkin Liners**

Date										
Initials										

**Check and Remove Paper from Ceilings and Walls in Restrooms**

Date										
Initials										

**Lock All Exterior Restroom Doors when Finished**

Date										
Initials										

**Comments: Needed repairs; lost and found; incidents**

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**EXHIBIT B**  
**HOUSE BILL 2617/CHAPTER 46**  
**Senate Engrossed House Bill**

**State of Arizona House of Representatives Fifty-second Legislature Second Regular Session 2016**

**AN ACT**

**AMENDING TITLE 35, CHAPTER 2, ARIZONA REVISED STATUTES, BY ADDING ARTICLE 9;  
RELATING TO PUBLIC CONTRACTS AND INVESTMENTS**

Senate Engrossed House Bill

State of Arizona  
House of Representatives  
Fifty-second Legislature  
Second Regular Session  
2016

**CHAPTER 46**  
**HOUSE BILL 2617**

**AN ACT**

**AMENDING TITLE 35, CHAPTER 2, ARIZONA REVISED STATUTES, BY ADDING ARTICLE 9;  
RELATING TO PUBLIC CONTRACTS AND INVESTMENTS.**

(TEXT OF BILL BEGINS ON NEXT PAGE)



**EXHIBIT B** (page 2)  
**HOUSE BILL 2617/CHAPTER 46**  
**Senate Engrossed House Bill**

1 Be it enacted by the Legislature of the State of Arizona:  
2 Section 1. Title 35, chapter 2, Arizona Revised Statutes, is amended  
3 by adding article 9, to read:  
4 ARTICLE 9. ISRAEL BOYCOTT DIVESTMENTS  
5 **35-393. Definitions**  
6 IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:  
7 1. "BOYCOTT" MEANS ENGAGING IN A REFUSAL TO DEAL, TERMINATING BUSINESS  
8 ACTIVITIES OR PERFORMING OTHER ACTIONS THAT ARE INTENDED TO LIMIT COMMERCIAL  
9 RELATIONS WITH ISRAEL OR WITH PERSONS OR ENTITIES DOING BUSINESS IN ISRAEL OR  
10 IN TERRITORIES CONTROLLED BY ISRAEL, IF THOSE ACTIONS ARE TAKEN EITHER:  
11 (a) IN COMPLIANCE WITH OR ADHERENCE TO CALLS FOR A BOYCOTT OF ISRAEL  
12 OTHER THAN THOSE BOYCOTTS TO WHICH 50 UNITED STATES CODE SECTION 4607(c)  
13 APPLIES.  
14 (b) IN A MANNER THAT DISCRIMINATES ON THE BASIS OF NATIONALITY,  
15 NATIONAL ORIGIN OR RELIGION AND THAT IS NOT BASED ON A VALID BUSINESS REASON.  
16 2. "COMPANY" MEANS A SOLE PROPRIETORSHIP, ORGANIZATION, ASSOCIATION,  
17 CORPORATION, PARTNERSHIP, JOINT VENTURE, LIMITED PARTNERSHIP, LIMITED  
18 LIABILITY PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY OR BUSINESS  
19 ASSOCIATION, AND INCLUDES A WHOLLY OWNED SUBSIDIARY, MAJORITY-OWNED  
20 SUBSIDIARY, PARENT COMPANY OR AFFILIATE.  
21 3. "DIRECT HOLDINGS" MEANS ALL PUBLICLY TRADED SECURITIES OF A COMPANY  
22 THAT ARE HELD DIRECTLY BY THE STATE TREASURER OR A RETIREMENT SYSTEM IN AN  
23 ACTIVELY MANAGED ACCOUNT OR FUND IN WHICH THE RETIREMENT SYSTEM OWNS ALL  
24 SHARES OR INTERESTS.  
25 4. "INDIRECT HOLDINGS" MEANS ALL SECURITIES OF A COMPANY THAT ARE HELD  
26 IN AN ACCOUNT OR FUND, INCLUDING A MUTUAL FUND, THAT IS MANAGED BY ONE OR  
27 MORE PERSONS WHO ARE NOT EMPLOYED BY THE STATE TREASURER OR A RETIREMENT  
28 SYSTEM, IF THE STATE TREASURER OR RETIREMENT SYSTEM OWNS SHARES OR INTERESTS  
29 EITHER:  
30 (a) TOGETHER WITH OTHER INVESTORS THAT ARE NOT SUBJECT TO THIS  
31 SECTION.  
32 (b) THAT ARE HELD IN AN INDEX FUND.  
33 5. "PUBLIC ENTITY" MEANS THIS STATE, A POLITICAL SUBDIVISION OF THIS  
34 STATE OR AN AGENCY, BOARD, COMMISSION OR DEPARTMENT OF THIS STATE OR A  
35 POLITICAL SUBDIVISION OF THIS STATE.  
36 6. "PUBLIC FUND" MEANS THE STATE TREASURER OR A RETIREMENT SYSTEM.  
37 7. "RESTRICTED COMPANIES" MEANS COMPANIES THAT BOYCOTT ISRAEL.  
38 8. "RETIREMENT SYSTEM" MEANS A RETIREMENT PLAN OR SYSTEM THAT IS  
39 ESTABLISHED BY OR PURSUANT TO TITLE 38.  
40 **35-393.01. Contracting; procurement; investment; prohibitions**  
41 A. A PUBLIC ENTITY MAY NOT ENTER INTO A CONTRACT WITH A COMPANY TO  
42 ACQUIRE OR DISPOSE OF SERVICES, SUPPLIES, INFORMATION TECHNOLOGY OR  
43 CONSTRUCTION UNLESS THE CONTRACT INCLUDES A WRITTEN CERTIFICATION THAT THE  
44 COMPANY IS NOT CURRENTLY ENGAGED IN, AND AGREES FOR THE DURATION OF THE  
45 CONTRACT TO NOT ENGAGE IN, A BOYCOTT OF ISRAEL.

**EXHIBIT B** (page 3)  
**HOUSE BILL 2617/CHAPTER 46**  
**Senate Engrossed House Bill**

1           B. A PUBLIC ENTITY MAY NOT ADOPT A PROCUREMENT, INVESTMENT OR OTHER  
2 POLICY THAT HAS THE EFFECT OF INDUCING OR REQUIRING A PERSON OR COMPANY TO  
3 BOYCOTT ISRAEL.  
4           35-393.02. Investment; restricted companies list; notice;  
5                                   immunity; exception  
6           A. ON OR BEFORE APRIL 1 OF EACH YEAR, EACH PUBLIC FUND SHALL PREPARE A  
7 LIST OF RESTRICTED COMPANIES AND SHALL PROVIDE A COPY OF THE LIST ON REQUEST.  
8           B. IN PREPARING THE LIST OF RESTRICTED COMPANIES, THE PUBLIC FUND MAY  
9 CONSIDER AT LEAST THE FOLLOWING:  
10           1. PUBLICLY AVAILABLE INFORMATION, INCLUDING INFORMATION PROVIDED BY  
11 NONPROFIT ORGANIZATIONS, RESEARCH FIRMS AND GOVERNMENT ENTITIES.  
12           2. INFORMATION PREPARED BY AN INDEPENDENT RESEARCH FIRM RETAINED BY  
13 THE PUBLIC FUND.  
14           3. A STATEMENT BY A COMPANY THAT IT IS PARTICIPATING IN A BOYCOTT OF  
15 ISRAEL OR THAT IT HAS TAKEN A BOYCOTT ACTION AT THE REQUEST OF, IN COMPLIANCE  
16 WITH OR IN FURTHERANCE OF CALLS FOR A BOYCOTT OF ISRAEL.  
17           C. THE PUBLIC FUND SHALL NOTIFY EACH COMPANY THAT IS INCLUDED ON THE  
18 LIST OF RESTRICTED COMPANIES THAT THE COMPANY IS SUBJECT TO DIVESTMENT BY THE  
19 STATE TREASURER AND THE RETIREMENT SYSTEMS.  
20           D. IF A COMPANY THAT RECEIVES NOTICE PURSUANT TO SUBSECTION C OF THIS  
21 SECTION SUBMITS A WRITTEN CERTIFICATION TO THE PUBLIC FUND THAT IT HAS CEASED  
22 ITS BOYCOTT OF ISRAEL AND WILL NOT ENGAGE IN A BOYCOTT OF ISRAEL FOR THE  
23 PERIOD OF TIME THAT THE STATE TREASURER OR A RETIREMENT SYSTEM INVESTS IN THE  
24 COMPANY, THE PUBLIC FUND SHALL REMOVE THE COMPANY FROM THE RESTRICTED LIST.  
25           E. EACH PUBLIC FUND SHALL:  
26           1. SELL, REDEEM, DIVEST OR WITHDRAW ALL DIRECT HOLDINGS OF A  
27 RESTRICTED COMPANY FROM THE ASSETS UNDER ITS MANAGEMENT IN AN ORDERLY AND  
28 FIDUCIALLY RESPONSIBLE MANNER WITHIN THREE MONTHS AFTER PREPARING THE LIST OF  
29 RESTRICTED COMPANIES PURSUANT TO SUBSECTION A OF THIS SECTION. ON OR BEFORE  
30 AUGUST 1 OF EACH YEAR, THE STATE TREASURER AND EACH RETIREMENT SYSTEM SHALL  
31 POST ON THEIR WEBSITES A LIST OF INVESTMENTS THAT ARE SOLD, REDEEMED,  
32 DIVESTED OR WITHDRAWN PURSUANT TO THIS PARAGRAPH.  
33           2. NOT ACQUIRE SECURITIES OF A RESTRICTED COMPANY AS PART OF ITS  
34 DIRECT HOLDINGS.  
35           3. REQUEST THAT MANAGERS OF ITS INDIRECT HOLDINGS CONSIDER SELLING,  
36 REDEEMING, DIVESTING OR WITHDRAWING HOLDINGS OF A RESTRICTED COMPANY FROM THE  
37 ASSETS UNDER ITS MANAGEMENT.  
38           F. WITH RESPECT TO ANY ACTION PERFORMED PURSUANT TO THIS SECTION, THE  
39 STATE TREASURER, EACH RETIREMENT SYSTEM AND ANY PERSON ACTING ON BEHALF OF  
40 THE STATE TREASURER OR THE RETIREMENT SYSTEM:  
41           1. ARE EXEMPT FROM ANY CONFLICTING STATUTORY OR COMMON LAW OBLIGATION  
42 OR FIDUCIARY DUTIES WITH RESPECT TO CHOICE OF ASSET MANAGERS, INVESTMENT  
43 FUNDS OR INVESTMENTS.  
44           2. ARE SUBJECT TO TITLE 12, CHAPTER 7, ARTICLE 2 REGARDING IMMUNITY  
45 FOR ACTS AND OMISSIONS.



**EXHIBIT B** (page 4)  
**HOUSE BILL 2617/CHAPTER 46**  
**Senate Engrossed House Bill**

1           3. ARE INDEMNIFIED AND HELD HARMLESS BY THIS STATE FROM CLAIMS,  
2 DEMANDS, SUITS, ACTIONS, DAMAGES, JUDGMENTS, COSTS, CHARGES AND EXPENSES,  
3 INCLUDING ATTORNEY FEES, AND AGAINST ALL LIABILITY, LOSSES AND DAMAGES  
4 BECAUSE OF A DECISION TO SELL, REDEEM, DIVEST OR WITHDRAW HOLDINGS OF A  
5 RESTRICTED COMPANY MADE PURSUANT TO THIS SECTION.

6           G. THIS SECTION DOES NOT APPLY TO INVESTMENTS THAT ARE MADE BY THE  
7 STATE TREASURER PURSUANT TO SECTION 35-314.01.

8           35-393.03. Severability

9           IF ANY PROVISION OF THIS ARTICLE OR ITS APPLICATION TO ANY PERSON OR  
10 CIRCUMSTANCE IS HELD INVALID, THE INVALIDITY DOES NOT AFFECT ANY OTHER  
11 PROVISION OR APPLICATION OF THIS ARTICLE THAT CAN BE GIVEN EFFECT WITHOUT THE  
12 INVALID PROVISION OR APPLICATION, AND TO THIS END THE PROVISIONS OF THIS  
13 ARTICLE ARE SEVERABLE.

14           Sec. 2. Legislative findings

15           A. Boycotts and related tactics have become a tool of economic warfare  
16 that threaten the sovereignty and security of key allies and trade partners  
17 of the United States.

18           B. The state of Israel is the most prominent target of such boycott  
19 activity, beginning with the Arab League Boycott adopted in 1945, even before  
20 Israel's declaration of independence as the reestablished national state of  
21 the Jewish people.

22           C. Companies that refuse to deal with United States trade partners  
23 such as Israel, or entities that do business with or in such countries, make  
24 discriminatory decisions on the basis of national origin that impair those  
25 companies' commercial soundness.

26           D. It is the public policy of the United States, as enshrined in  
27 several federal acts, including 50 United States Code section 4607, to oppose  
28 such boycotts, and Congress has concluded as a matter of national trade  
29 policy that cooperation with Israel materially benefits United States  
30 companies and improves American competitiveness.

31           E. Israel in particular is known for its dynamic and innovative  
32 approach in many business sectors, and a company's decision to discriminate  
33 against Israel, Israeli entities or entities that do business with Israel or  
34 in Israel is an unsound business practice making the company an unduly risky  
35 contracting partner or vehicle for investment.

36           F. This state seeks to implement Congress's announced policy of  
37 "examining a company's promotion or compliance with unsanctioned boycotts,  
38 divestment from, or sanctions against Israel as part of its consideration in  
39 awarding grants and contracts and supports the divestment of State assets  
40 from companies that support or promote actions to boycott, divest from, or  
41 sanction Israel."

APPROVED BY THE GOVERNOR MARCH 17, 2016.

- 3 -

FILED IN THE OFFICE OF THE SECRETARY OF STATE MARCH 18, 2016.